MEMORANDUM OF UNDERSTANDING

**Between**

**[Name of Collaborative Institution]**

**And**

**University Corporation for Atmospheric Research**

**Acting on Behalf of the**

**National Center for Atmospheric Research**

This Memorandum of Understanding (MOU), effective as of the date of last signature ("Effective Date"), is entered into by and between the University Corporation for Atmospheric Research (UCAR), acting on behalf of the National Center for Atmospheric Research (NCAR), and [Collaborative Institution]. NCAR and [Collaborative Institution] may be alternately referred to herein as party, individually, or parties, collectively.

**1 –Background and/or Purpose:**

The purpose of this Memorandum of Understanding (hereinafter referred to as “MOU”) is to:

[Describe the plan here.]

**2 - Cooperative Activities:**

Subject to the availability of funds, personnel and the mutual agreement of both parties, cooperative activities will be for specific projects between [Collaborative Institution] and NCAR, and may be undertaken in the following general areas:

1. Other cooperative activities as mutually agreed upon by both parties.

Actual collaborative activities shall be specified in subsequent proposals, which provide detailed description of actual tasks to be performed, the funding requirements and the amount of staff devoted to support specific tasks from both parties.

Joint Responsibilities:

A.

B.

NCAR Responsibilities

A.

B.

[Collaborative Institution] Responsibilities

A.

B.

**3 - Term of MOU/Extensions:**

The Term of this MOU shall be for a period of \_\_\_\_ years from the Effective Date, unless earlier terminated under the termination provisions of Article 7. If the parties mutually agree that it would be to the benefit of the parties to extend the Term of this MOU, the parties shall execute an amendment, which extends the Term under the same terms and conditions as recited herein. No amendment or modification of this MOU shall be valid unless made in writing and signed by duly authorized representatives of [Collaborative Institution] and UCAR. [Collaborative Institution] and UCAR further acknowledge that electronic signatures are fully binding and constitute a legal method of executing this MOU.

**4 - Laws/Regulations:**

This MOU and the respective performance of the parties hereunder, shall be subject to all applicable laws and regulations of the United States of America.

**5 - Responsibility of Each Party:**

Subject to the availability of funds and personnel, the activities, as outlined in Article 2, shall be supported by both parties, and each party shall be responsible for providing facilities, and other mutually agreed upon support.

**6 - Other Agreements:**

In the event any additional understandings such as, but not limited to, those related to the licensing of technology for research or commercialization purposes, or the need to enter into a separate agreement for the transfer of funds, the parties shall in good faith enter into negotiations to reduce to a mutually agreeable writing the obligations and terms associated with such understandings.

**7 – Termination:**

Either [Collaborative Institution] or UCAR may terminate this MOU, at any time during the term stated herein without cause provided the terminating party gives the terminated party thirty (30) day written notice.

**8 - Export**

[Collaborative Institution] acknowledges that UCAR may not export any export controlled information or technology (“Controlled Technology”) to [Collaborative Institution] without fully complying with all applicable export control laws and regulations of the United States of America (“U.S. Export Requirements”). [Collaborative Institution] agrees not to disclose to UCAR any information nor provide UCAR with any item(s) that are either export-controlled under the International Traffic in Arms Regulations, or appear on the Commerce Control List (except as EAR99) of the Export Administration Regulations. Neither party shall export, directly or indirectly, any such information or items to any country which the U.S. Government at the time of export requires an export license or other Government approval without first obtaining such license or approval.

**9 – Notices**

All written notices between [Collaborative Institution] and UCAR with reference to this MOU shall be sent to the respective address of the party, or to such other individuals as the parties may designate in writing from time to time, as follows:

|  |  |
| --- | --- |
| NCAR/UCAR  TECHNICAL CONTACT | [Collaborative Institution]  TECHNICAL CONTACT |
| Name: (PI’s name) | Name: |
| Title: | Title: |
| Lab/Division Name  3090 Center Green Drive  Boulder, CO 80301 | Address: |
| Phone: | Phone: |
| Email: | Email: |

|  |  |
| --- | --- |
| UCAR  ADMINISTRATIVE CONTACT | [Collaborative Institution]  ADMINISTRATIVE CONTACT |
| Name: | Name: |
| Title: | Title: |
| UCAR  3090 Center Green Drive  Boulder, CO 80301 | Address: |
| Phone: | Phone: |
| Email: | Email: |

In WITNESS WHEREOF, the parties hereto have agreed to understandings recited in this MOU as evidenced below by the signatures of each party’s duly authorized representative.

|  |  |  |
| --- | --- | --- |
| University Corporation for Atmospheric Research |  | [Collaborative Institution] |
| Name: |  | Name: |
| Title: |  | Title: |
| Signature: |  | Signature: |
| Date: |  | Date: |

*This agreement is not valid until properly approved and signed by all parties*